

REMARKS

Claims 1-11 are pending and stand rejected. Claims 12-33 are added by this Amendment. Claims 1-33 are therefore at issue.

Support for the Amendments

The Specification is amended at various locations to correct obvious and inadvertent clerical errors. Such amendments are supported at least the Specification as originally filed.

Claim 1 is amended to correct an obvious an inadvertent error. The amendment to Claim 1 does not narrow Claim 1 and is supported at least by Claim 1 as originally filed.

Claim 5 is amended to recite that the one or more respectively associated actions are “defined for the selected data type.” Such is supported at least by the Specification at page 21, lines 12-14, which teaches “conditions 654B can specify that actions of action set 652B are applicable to data objects of a particular data item type, e.g., places.”

New Claims 12-33 recite language similar to Claims 1-11 and are similarly supported.

No new matter is added.

The Examiner's Objections to the Disclosure and Drawings are Overcome

The Examiner objected to the Specification for including hypertext links and for having a few clerical errors. The Specification is amended as suggested by the Examiner, thereby

overcoming the Examiner's objections. In addition, a number of obvious and inadvertent clerical errors have been discovered and are corrected by this Amendment.

The Examiner also objected to the drawings as including drawings not referenced in the Specification. In particular, the Examiner objected to the failure to mention Figures 7A-B, 9A-B, 35A-C, 39A-C, 42A-C, and 45A-C. Creation of formal drawings caused re-pagination of the drawings such that several drawings are now split over multiple pages. The brief descriptions of the drawings are amended to make such splitting of the drawings explicit and more clear in the Specification. Applicants believe the amendments to the Specification overcome the Examiner's objection to the drawings.

The Claims are Allowable Over the Cited Art

The Examiner rejected Claims 1-11 under Section 103 “as being unpatentable over Smethers (U.S. Patent 6,560,640 B2) in view of Gershman et al. ('Gershman' herein after) (U.S. Patent 6,401,085 B1).” Applicants respectfully traverse this rejection and request reconsideration and withdrawal of this rejection.

As recited in Claim 1, the “data object” has a number of characteristics. The recited “data object” (i) represents “data [received] from a data provider through a base system interface”; (ii) is “[associated] with the user within [a] database”; and (iii) is “[associated] with a selected one of two or more data types”. Claim 1 also recites “sending the data to the user through the mobile system interface in accordance with with one or more data attributes defined for the selected data type.” Thus, the data type of the data object defines a number of data attributes that have an effect on the manner in which the data is sent to the user through the

mobile system interface, as required by the “in accordance with” language.

In support of the rejection, the Examiner acknowledged that Smethers neither teaches nor suggests either (i) representing bookmarks in an object-oriented framework or (ii) data typing of the bookmarks of Smethers. The Examiner cites Gershman for such missing teachings, citing improved design and implementation as a motivation for incorporating the object-oriented framework of Gershman into the bookmark system of Smethers.

Applicants respectfully submit that the motivation of improved design and implementation would not lead one to combine the references in the manner recited by Claim 1. In particular, Claim 1 recites that the data object belongs to “a selected one of two or more data types” and that data attributes of the selected data type influence the manner in which the data is presented to the user. Smethers teaches only a single type of data, namely, URLs and teaches only a single type of action associated with that data, namely, a fetch of the URL. From Applicants understanding of Smethers, the presentation of data to the user is influenced solely by the substantive content of the web page referenced by the stored URLs and not by any categorization of the URLs themselves. Thus, there is not motivation in Smethers or in Gershman to associate the URLs of Smethers with “a selected one of two or more data types” as recited in Claim 1.

Claim 1 is therefore allowable over Smethers in view of Gershman.

Claims 2-11 depend from Claim 1 and are therefore similarly allowable.

Some of the dependent claims recite limitations which are worth noting as bases for allowability independently of dependence from Claim 1.

Claim 3 recites “parsing the data into one or more portions, each of which corresponds to the one or more data attributes defined for the selected data object type; and wherein storing the data object includes storing the one or more portions organized according to the data attributes defined for the selected data type.” In rejecting Claim 3, the Examiner cited pattern matching of meeting notes within Gershman. However, the Examiner did not explain how such pattern matching defines attributes of a selected one of two or more data types of URLs stored as bookmarks in Smethers. Accordingly, Claim 3 is allowable over Smethers and Gershman for reasons independent of dependence of Claim 3 from Claim 1.

Claim 5 recites “sending the data along with one or more user interface triggers by which the user can invoke one or more respectively associated actions defined for the selected data type to be taken with respect to the data.” The Examiner asserted that an HTTP fetch request is such an action and, implicitly, that embedding a link in an HTML document is sending along a user interface trigger. However, as discussed above, Smethers does not teach “two or more data types” of URLs stored in a bookmark table. Accordingly, Smethers does not teach “actions defined for the selected data type” of the two or more data types.

Claim 7 takes Claim 5 a step further and recites that “sending the data to the user includes sending the instructions [to be performed by the mobile device] with the data.” Smethers teaches nor more than sending brief descriptions of links and URLs – and subsequently the references web pages of the URLs – to the mobile device. To the extent instructions are executed by the mobile device of Smethers, such instructions are already present within the mobile device and not sent with the data requested by the user.

In rejecting Claim 7, the Examiner cited HDML and WML as containing commands and

statements. Of course, display format tags are not commands. For example, specifying that some text is bold is merely describing the data and not an instruction or command in the sense understood in the art of software engineering. Applicants respectfully note that the Examiner erred in stating that “WML and HDML are markup languages designed to work as micro-browser for displaying the retrieved information on the handheld device.” WML and HDML are languages which require that a micro-browser be resident on the handheld device for any WML or HDML pages to be displayed thereon. Specifically, Smethers teaches at column 9, lines 20-31 that client module 212 is a micro-browser. Thus, WML or HDML pages received by wireless client device 200 are mere data which must be processed by a micro-browser already installed in wireless client device 200 to be displayed to the user. However, WML supports dialing of the mobile device to connect a voice telephone call which can be considered an instruction to be executed by the mobile device. However, Smethers teaches bookmarking HTML pages, conversion of the HTML pages to HDML pages (column 15, lines 7-10). The Examiner has cited no teaching of instructions, as opposed to data, which can be translated from HTML to HDML. Moreover, the Examiner has not cited any teaching or suggestion that the actions are defined for a particular data type of two or more data types – particularly since Smethers only contemplates a single type of data, namely, a URL.

Thus, Claims 5-11 are allowable for reasons independent of dependence of Claims 5-11 from Claim 1.

New Claims 12-33 recite limitations similar to those discussed above and are therefore similarly allowable.

Conclusion

Claims 1-33 are now in a condition for allowance and such action is respectfully requested. If the Examiner's next action is other than for allowance of Claims 1-33 or if the Examiner has any questions or comments with respect to the above identified case, the Examiner is respectfully invited to telephone the undersigned at (510) 336-1100.

Respectfully submitted,



James D. Ivey
Attorney for Applicant
Reg. No. 37,016

IVEY, SMITH & RAMIREZ
3025 Totterdell Street
Oakland, California 94611-1742
Voice: (510) 336-1100
Facsimile: (510) 336-1122

/home/james/iveylaw/LawPractice/Files/2192p/D3/05OA/ResponsetoOfficeAction.sxw